

Sales & Delivery Terms & Conditions (T&C) of tesa scribos GmbH

1. Scope

For all contracts between tesa scribos GmbH (hereinafter: "tesa") and companies, legal persons under public law or legal entities under public law as defined in Section 310 Para. 1 of the German Civil Code (BGB) (hereinafter: "Purchaser") the following Sales & Delivery Terms & Conditions apply (hereinafter: "T&C"). When the Purchaser awards this order, and no later than on receipt of the delivery of ordered goods or services, the Purchaser recognises the sole binding force of these T&C. Should the Purchaser apply opposing, deviating or supplementary terms and conditions, these are not enforceable against tesa even if tesa does not expressly repudiate them.

2. Quotation and conclusion of contract

Quotations from tesa are non-binding and should only be viewed as an invitation to place an order. A contract does not come into being until tesa issues a written confirmation of order, and no later than through the delivery of goods or services by tesa, based solely upon the content of the order confirmation and/or the contents of these T&C.

3. Delivery dates and deadlines

3.1 Delivery dates and delivery deadlines are only binding in nature if they were confirmed in writing or in text form by tesa and if the Purchaser has provided tesa with all the information needed to execute the order, Product specifications, approved drawings, documents, approvals and releases must be notified and/or made available in good time and any agreed down-payments must be paid in accordance with the agreement. Agreed deadlines commence with the date of order confirmation and/or declaration of acceptance. These deadlines extend in a manner corresponding to any retrospectively issued additional or supplementary orders.

3.2 Unforeseeable and unavoidable events as well as any events occurring outside the sphere of influence of tesa for which tesa was not responsible (such as force majeure, war, natural disaster, strike action, lock-outs, government interventions, shortages of power or raw materials, damage caused by fire and explosion, problems associated with transport and manufacturing plant, instructions of higher authority or similar events) release tesa for their duration from its obligation to deliver goods and services by previously agreed deadlines. Agreed deadlines extend by the duration of the problem. From the occurrence of the problem, the Purchaser shall be notified in an appropriate manner. tesa is not obliged to purchase replacement goods from third parties. If the end of the problem cannot be envisaged or if it takes longer than two months, each party is obliged to withdraw from the contract in respect of the affected scope of delivery.

3.3 With respect to deliveries of such goods or services for which tesa sources raw materials and bought-out parts from suppliers, tesa reserves the right to correct and punctual delivery of required materials.

3.4 If deliveries from tesa are delayed, the Purchaser is entitled to withdraw from this contract if tesa was responsible for the delay and once a reasonable period of extension granted by the Purchaser has elapsed without a successful outcome.

3.5 If the Purchaser is delayed in accepting a delivery or if he infringes other collaborative obligations, tesa is entitled without prejudice to its other rights to store the delivery goods in an appropriate manner and at the expense of the Purchaser, or to withdraw from the contract.

3.6 tesa can for justified reasons make partial deliveries to the extent that this is acceptable to the Purchaser and tesa is entitled, again for justified reasons, to vary from the agreed delivery of goods or services, again provided that this can reasonably be accepted by the Purchaser.

3.7 tesa is not obliged to deliver by air freight or by any other form of accelerated transport of its contract products.

4. Minimum order value, transfer of risk, excess or short deliveries

4.1 The minimum order value is €1000 net. In exceptional cases, tesa can decide to supply goods to below this order value. For every accepted customer order below the minimum order value, tesa shall apply a short quantity surcharge of €50 per delivery to its invoice. This short order surcharge falls due for payment with the order-related invoice. In all cases, the dispatch of our products is undertaken at the risk of the Purchaser.

4.2 Risk is transferred to the Purchaser when the goods or services being supplied are handed over to the transport company or to the Purchaser. If the Purchaser is responsible for causing any delay in handover or dispatch, the transfer of risk to the Purchaser occurs on the date that delivery readiness of the goods or services is announced.

4.3 With special productions, excess or short deliveries of up to 10% of the ordered quantity are permitted.

5. Prices and payment terms

5.1 All orders are based upon the prices and discount rates applicable at the time of delivery.

5.2 The payment term from date of invoice is 30 days without deduction, except in cases where our confirmation of order stipulates an earlier date

of payment. Payments by the Purchaser are only deemed to have taken place once tesa has cleared funds in its account.

5.3 If the Purchaser falls into payment arrears, tesa is entitled to impose penalty interest at the legally applicable rate. This does not affect the right to press for further compensation for damages resulting from these arrears.

5.4 The Purchaser is only allowed to offset invoices if his counter-claim is undisputed or legally enforceable.

5.5 The Purchaser is only entitled to enforce a right of retention to the extent that his counter-claim relates to the same contract and is undisputed or legally enforceable.

5.6 If after conclusion of the contract for tesa, the risk of insufficient ability to meet obligations on the part of the Purchaser is discernible, tesa is entitled to demand payment in advance or the provision of collateral against pending deliveries. If these payments in advance or forms of collateral are not forthcoming, even after an appropriate period of extended notice, tesa is entitled to suspend deliveries until such time as the payment in advance or provision of collateral takes place, or to withdraw wholly or in part from individual contracts or from all affected contracts. In such cases, tesa reserves the right to prosecute further rights.

6. Properties, rights of Purchaser in respect of defects, inspecting requirement

6.1 The delivery item at the time of transfer of risk possesses the agreed characteristics. Those agreed characteristics are based solely upon the specific agreements about properties, features and performance characteristics of the delivered items reached between the Parties in writing, and defined clearly in standard tesa product descriptions and product designations ("Agreement about characteristics"). tesa does not accept any general assurance in respect of the suitability of the delivered items for specified intended purposes defined by the Purchaser. Only the Purchaser is responsible for deciding if a product that meets the properties, features and performance characteristics in specific agreements is in fact suitable for an intended purpose and for the way in which it is used.

6.2 The rights of the Purchaser in relation to defects in the delivered items presuppose that he inspects the delivery item immediately at the time of handover, stating the invoice number in writing no later than two weeks of handover of goods; obvious damage in transit as well as incomplete or manifestly incorrect deliveries must be notified to tesa without exception within an exclusion period of 3 working days from the date of delivery. Concealed defects must be notified to tesa immediately and in writing when they are discovered.

6.3 tesa shall be free to choose how to remedy defects at no charge to the Purchaser, which might include a replacement delivery of items free of defects (hereinafter called "subsequent fulfilment"). All transport, travel, labour and material costs incurred in fulfilment of this remedial work shall be met by tesa. In the event of a failure to make a replacement delivery, the Purchaser can demand a reduction in the level of remuneration or can revoke the contract. If it emerges that the notification of defects was unjustified, whether through deliberate intent or through gross negligence, and if this fact was evident to the Purchaser before the notification of defects was issued, tesa is then entitled to reimbursement of all costs incurred in this context (e.g. travel or transport costs) as well as to damages.

6.4 The statute of limitation governing the rights of the Purchaser in respect of defects expires twelve months after the arrival of the delivery items at the address of the Purchaser. The legal statutes of limitation apply in respect of compensation claims by the Purchaser on grounds other than defects in the delivered items, and in respect of the rights of the Purchaser in respect of fraudulently concealed or deliberately caused defects.

7. Defects of title and industrial property rights

7.1 tesa is not aware of any claims from third parties that might oppose the intended and contractually agreed use of the delivered items. Furthermore, tesa accepts no liability for defects of title.

7.2 The Purchaser is obliged to notify tesa immediately if he is challenged by a third party of the intended and contractually agreed use of delivered items in respect of an infringement of industrial property rights, or if third parties direct entitlement questions in this regard to him. The same applies if the Purchaser's attention is drawn in some different way to the fact that the contractually agreed form of use of the delivered items may potentially infringe the rights of a third party. In such cases, tesa is entitled to extraordinary termination of existing contracts of delivery. Furthermore, tesa is entitled to extraordinary termination of the

delivery contracts if there is any risk of violating the rights of third parties through fulfilment of the delivery contracts.

7.3 In the event of an attack by a third party against the Purchaser in the manner defined in Clause 10.2, tesa shall employ best endeavours to defend the Purchaser against such claims from a third party. This requires the Purchaser not to make any declarations to third parties to the detriment of tesa.

8. Liability and compensation

8.1 For slightly negligent violation of key contractual obligations or "cardinal obligation", the liability of tesa is limited to the amount of damages typically associated with the conclusion of a contract of this nature. Key contractual obligations (and/or cardinal obligations) are obligations that create a legal position for the Purchaser whereby the contract must assure him of in terms of specific content and purpose, upon which the fulfillment of proper execution of contract is founded and whereby the Purchaser can trust and be confident in a regular manner.

8.2 tesa is not liable for any slightly negligent violation of obligations other than those named in Clause 7.1 of this contract.

8.3 Furthermore, the legal right of the Purchaser to pursue compensation claims is not affected, in particular in cases where tesa is found guilty of deliberate intent and gross negligence.

8.4 The aforementioned liability restrictions in Clauses 8.1 and 8.2 not only apply to cases of compelling legal liability (in particular in accordance with the legislation governing product liability), culpable injury to life, limb or health by tesa, of assurances provided by tesa or in respect of fraudulently concealed defects.

9. Retention of title

9.1 Until payment of all receivables owing to tesa from this business relationship is made in full, tesa retains sole title to the delivery items

9.2 With a pending invoice, the retention of title protects tesa in respect of the balance receivable.

9.3 The sale of delivery items subject to this retention of title ("reserved products") is only permitted to the Purchaser in the course of ordinary business transactions. The Purchaser pledges the receivable from onward sale to tesa; tesa accepts this pledging of title at this time. The Purchaser is entitled revocably to place receivables pledged to tesa in the hands of a trustee for tesa in its own name. tesa can revoke this entitlement and the authorisation for onward sale if the Purchaser is in arrears with key obligations, for example payment to tesa; in the event of revocation, tesa is entitled to call in the receivable itself. The Purchaser is not entitled to pledge the reserved products, nor to accept them as collateral nor to make any other provisions detrimental to the property of tesa. If the Purchaser sells reserved products after processing or transformation/alteration, or after connecting or combining to other products, or otherwise associating them with other goods, the surrender of the receivable is only permitted to the agreed amount for the part that reflects the price agreed between tesa and the Purchaser plus a safety margin of 10% of that price.

9.4 The Purchaser shall provide tesa at any time with all desired information about the retained products or about claims surrendered in this regard to tesa. The Purchaser must notify tesa immediately of any access to or claims by third parties in relation to reserved products, handing over the necessary documents in the process. At the same time, the Purchaser shall at the same time notify the third party or third parties of the right of tesa to retain title to these items. The costs of any defence against such accesses and claims shall be borne by the Purchaser.

9.5 The Purchaser is obliged to mark and treat with care the retained products of tesa throughout the period of retained title, and where possible to keep them in a separate place.

9.6 If the realisable value of the collateral items exceeds the securitised receivables from tesa by more than 10%, so the Purchaser is entitled to request release from the debt.

9.7 if the Purchaser goes into arrears with tesa over key obligations such as payment, tesa is then entitled, without prejudice to its other rights, to take back the reserved products and, after withdrawing from the contract and to satisfy receivables due from the Purchaser to make use of those products in a different way. In the event of a demand to hand over goods, the Purchaser shall provide tesa or its appointed agent with immediate access to the reserved products and shall issue them into its care. If tesa demands the handover of goods in respect of this provision, that action shall not in itself constitute revocation of the contract.

10. Pressure parts and stamped parts

This applies to the production of stamped and pressure parts:

a) The tools and printed documents we manufacture and produce remain our property, i.e. we retain title to them, even if we bill them separately to the Purchaser.

b) Press proofs and component drawings approved by the Purchaser are solely binding and constitute the definitive version. Should the Purchaser wish to amend press proofs and drawings that reflect the original order, the costs for this amendment shall be billed.

c) In the case of coloured print versions, colour variations do not constitute a defect.

d) The Purchaser is responsible for ensuring that he has the legal right to reproduce the ordered print version. We retain copyright to all draft versions produced by ourselves.

11. General provisions

11.1 The Purchaser must not pledge his claims against tesa to a third party without the written consent of tesa.

11.2 Amendments and additions to contractual agreements between tesa and the Purchaser and/or these T&C as well as side-agreements must be made in writing. This also applies to any change in this requirement stipulating the written form.

11.3 If any provision of the contractual agreements between tesa and the Purchaser and/or these T&C should become wholly or partially ineffective, this shall not affect the effectiveness of the remaining provisions. The Parties undertake in such cases to replace the ineffective provision with an effective one that closely reflects the business purpose of the ineffective one.

11.4 The place of fulfilment for delivery is the dispatch location, and for payment is Hamburg.

11.5 The sole court of jurisdiction for all disputes arising from this contractual relationship is Hamburg. However, tesa is entitled to initiate legal action against the Purchaser through any other court of law of its choosing.

11.6 German Law applies, with exclusion of the United Nations Convention on the International Sale of Goods (CISG).

Note

tesa scribos products are used successfully in many areas of application to resolve a range of different problems. Our publications contain numerous application examples to indicate the ways we may be able to provide solutions for your problems. Every tesa scribos product was developed for a specific field of application. Nevertheless, experience shows that requirements may differ from case to case, even for identical task profiles.

We therefore recommend conducting your own tests to establish in advance that the tesa scribos product you are considering is actually suitable for the intended purpose in your application. To this end, our Applications Technology team can provide you with a consultancy service.

All advice and recommendations we provide are to the best of our knowledge and are based upon our experience in practice.